

AMENDMENT TO SUB-GRANT AGREEMENT

THIS AMENDMENT made this 7th of December 2016, in the Territory of the Virgin Islands, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS** through the **VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT** of No. 1 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands on behalf of the **VIRGIN ISLANDS DEPARTMENT OF EDUCATION** of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands (hereinafter referred to as "VIDE" or "Sub-Grantor") and **SCHOOL OF THE GOOD SHEPHERD, INC.**, of 2A, Williams Delight, Frederiksted, St. Croix, Virgin Islands (hereinafter referred to as "Sub-Grantee"). The Government and the Sub Grantee are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, VIDE is the recipient of 21st Century Learning Centers grant funds from the United States Department of Education Federal Fiscal Years 2012 and 2013 funding, pursuant to the *No Child Left Behind Act of 2001*, codified at 20 U.S.C. § 7171 *et seq.*, reauthorized by Public Law No.111-117, (hereinafter "the Program"); and

WHEREAS, the expiration date of the Agreement is September 30, 2017; and

WHEREAS, on June 1, 2014, the parties entered into **Sub-Grant Agreement No. GC010DOE15** ("Agreement") for Sub-Grantee to provide academic assistance before or after school, and during summer, to Virgin Islands school students that will assist the students with improving their academic proficiency and social skills; and for providing opportunities for literacy and related educational development to families of students served by the 21st Century Community Learning Centers (hereinafter "21st CCLC"); and

WHEREAS, the VIDE has approved the Sub-Grantee for an additional sub-grant award to continue to provide and expand academic enrichment services during Year 3 of the Program, June 1, 2016 to September 30, 2017; and

WHEREAS, Sub-Grantee has agreed to utilize the grant award subject to the terms and conditions of the grant award and this Agreement, to use the awarded funds for the purposes outlined in **AMENDMENT TO ADDENDUM I (Scope of Services)** attached hereto and incorporated herein by reference, and made a part of this Agreement; and

WHEREAS, the parties wish to amend the agreement and expand academic services during Year 3 of the Program; and

WHEREAS, the additional services will require an increase in compensation in the amount of **Seventeen Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (\$17,776.00)** thus increasing the total Sub Grant Agreement Compensation to **Two Hundred Twenty Seventy Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (\$227,776.00)**; and

WHEREAS, the Sub-Grantee represents that is willing and capable of providing such services;

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Contact No:

Amends: GC010DOE15

NOW THEREFORE, the Parties agree that the Sub Grant Agreement is amended as follows:

1. Paragraph 3 (Funding) of the Agreement is amended to state the following:

"The Government, for the performance of the services as described in AMENDMENT TO ADDENDUM I (Scope of Services), in accordance with the provisions set forth in AMENDMENT TO ADDENDUM II (Compensation), attached hereto and incorporated herein by reference, agrees to pay Sub-Grantee a sum not to exceed **Two Hundred Twenty Seven Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (\$227,776.00).**"

2. Paragraph 4 (Travel Expenses) of the Agreement is amended to state the following:

"Inclusive in the disbursement of award for services as specified in Paragraph 3 (Funding) above, the Government agrees to pay a sum not to exceed **Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00)** for documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government."

3. Paragraph 23 (Notice) of the Agreement is amended to state the following:

GOVERNMENT

Honorable Randolph N. Bennett
Commissioner
Department of Property and Procurement
Building No.1, Third Floor, Sub Base
St. Thomas, U.S. Virgin Islands 00802

DEPARTMENT OF EDUCATION

Honorable Sharon A McCollum, Ph.D.
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands, 00802

SUBGRANTEE

Susan P. Eversely-Wells
Director
School of the Good Shepherd, Inc.
P.O. Box 1069
Kingshill, St. Croix 00851-1069

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Sub Grantee's Initials 

Contact No:

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4. Paragraph 32 (Other Provisions) of the Agreement is amended to state the following:

“AMENDMENT TO ADDENDUM I, AMENDMENT TO ADDENDUM II, a ATTACHMENT A and the Sub-Grantee’s eligibility documents are attached hereto, made a part of this Agreement, and are incorporated herein by reference.”

5. ADDENDUM I (Scope of Services) of the Agreement is deleted in its entirety and replaced by the attached AMENDMENT TO ADDENDUM I (Scope of Services) outlining the duties and responsibilities of the Sub-Grantee.

ADDENDUM II (Compensation) of the Agreement is deleted in its entirety and replaced by the attached AMENDMENT TO ADDENDUM II (Compensation) outlining the compensation to be paid Sub-Grantee for the services described in AMENDMENT TO ADDENDUM I (Scope of Services), in the amount not to exceed **Two Hundred Twenty Seven Thousand, Seven Hundred Seventy Six Dollars and Zero Cents (\$227,776.00).**”

6. This Amendment is subject to the approval of the Governor of the Virgin Islands and the appropriation and availability of funds.
7. Except as expressly amended in this Amendment herein, all other terms and conditions of the Agreement remain in full force and effect.

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Sub Grantee’s Initials *W*

Contact No:

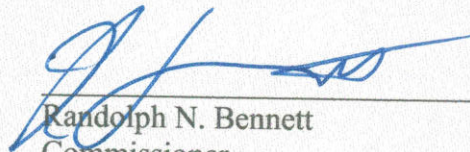
Amends: GC010DOE15

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESS:

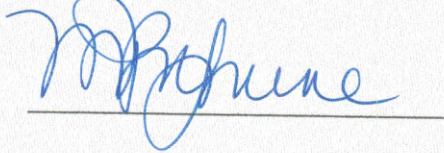


GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

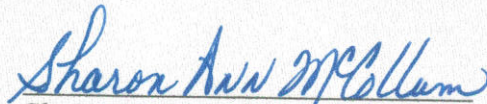

Randolph N. Bennett
Commissioner

10/25/16
Date

WITNESS:

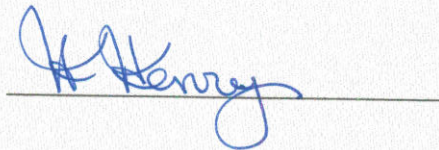


DEPARTMENT OF EDUCATION

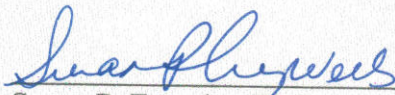

Sharon A. McCollum, Ph.D.
Commissioner

10/14/16
Date

WITNESS:

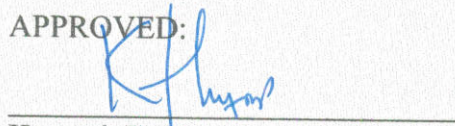


SCHOOL OF THE GOOD SHEPHERD, INC.


Susan P. Eversley-Wells
Director

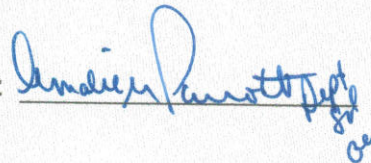
9/26/16
Date

APPROVED:


Kenneth E. Mapp
Governor of the Virgin Islands

12-07-16
Date

APPROVED FOR LEGAL SUFFICIENCY BY:



11/29/2016
Date

Account Code No.: _____

Purchase Order No.: _____

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Sub Grantee's Initials 

Contact No:

Amends: GC010DOE15